

Sunrise Suits Rental Agreement

This Rental Agreement dated on this day dated on page 5 of the agreement is made and entered into between ADJ Investor Group LLC, A Washington Limited Liability Company (Hereafter refer as Agent, or We) and the Resident(s) named on page 5 of the agreement (Hereafter refer as You, or Resident(s)) concerning the short term leasing of the unit numbered and the check-in date to the check-out date specified on your confirmation email and/or on the last page of this agreement.

Residents: The person booking the property from Agent warrants they are at least 21 years of age and that by phone, fax, email, online form or in person, they booked this furnished rental Property. Resident confirms he/she was fully advised of the terms of the Booking at the time of reservation and, on behalf of him/her-self and his/her Invitees, agrees to abide by these Terms & Conditions and such other instructions, directions and rules as Agent specifies. These terms govern Resident(s)' current and future bookings unless otherwise later altered by Agent.

Property: Agent is authorized by the owner of the property to manage and grant Resident the right to use the named Property(s) and Resident accepts the Property "As-is" and may not begin occupancy prior to the Start Date/Time and must vacate the Property no later than the End Date/Time. Earlier or Later occupancy will result in additional charges as noted herein as Holdover.

Configuration: The photos on Internet are approximate configurations of the Property. All beds come with linens, blankets and bedspreads. Sleepers may mean a sleeper sofa or a couch futon. Some beds may be bunks. The exact configuration may vary before the first date of occupancy. There will be sleeping accommodations as confirmed, but **not** necessarily for the maximum occupants. Resident accepts Property "as is" and understands Agent cannot make alterations to the Property in order to accommodate Resident(s)' needs.

Invitees: Unless otherwise agreed in writing, the Property is only for the use of the Resident and their immediate or extended family members ("Invitees"). Resident must disclose the number of adults and minors (under age 18) who will occupy the Property and Resident agrees to inform Invitees of these Terms, Conditions and Rules. Resident is responsible for their conformance to them. No one may occupy the Property at any time, even as drop in guest, who are not registered invitees. Agent is not obligated to discuss this agreement with Invitees at any time.

Use Fees: Resident will pay a "Use Fee" for the dates indicated should occupancy, at any time, exceed the Maximum Occupants noted, Resident will pay an additional fee of at least \$10 per person per day.

Parking: Parking is assigned on the basis of one parking lot per unit. The entire complex, as well as the parking lot, and gate are monitored 24/7 with security camera, management will notify towing service through internet monitoring. One parking space is assigned to each one bedroom unit, additional \$3.0 per vehicle per day will be charged for pre-approved additional vehicles.

Cleaning: There is no daily maid service, but a discounted monthly/weekly maid service is available through arrangement and billed directly from independent service provider. Resident will keep the Property clean and in good order during occupancy and to leave it in the same condition it was found at the Start Date/Time. Agent will have the Property cleaned after Resident vacates for which Resident agrees to pay the Cleaning Fee(s). Minimum cleaning fee is: \$50.00/stay, if additional cleaning is needed, the extra cost is the direct bill from the service company in the rate of \$25.00/hour.

Hold Over: In the event that Resident enters the Property before the Start Date/Time or remains in Property past the End Date/Time without authorization, Resident will pay for each day or partial day in an amount equal to the amount Agent pays to other Residents resulting from Resident(s)' Hold Over, or double the daily rate, whichever is greater. If the hold-over causes subsequent rental cancellation, Resident shall pay the one month of rent.

Payment: Resident will pay all charges indicted in the Confirmation/Registration according to these Terms & Conditions. Agent is authorized to charge Resident(s)' credit card charges on the dates indicated on the Confirmation and

Initial of the Resident _____, date _____

for **any overages when they occur**. If paid by check, Resident will send the payment fifteen days prior to the check-in dates indicated and, if unpaid, Agent may charge payments to Resident(s)' credit card. If Resident fails to pay by the deadlines, or paid by check and Resident(s)' check is returned and unpaid by Resident(s)' bank, or Resident(s)' credit card is declined by its issuer, Agent may cancel the Booking, and sell Resident(s)' dates to any third party without notice to Resident in accordance with the "Late Payments & Cancellations" paragraph. Resident will be charged \$50 fee for returned checks or dishonored credit card charges. Agent may charge Resident a late fee equal to Twenty Dollars (\$20) per day for past due payments.

Credit Cards: Resident warrants that Credit Card ("Card") information is correct, that the card has sufficient available credit for all charges and any overages and that the Card will not be cancelled, or charges dishonored or disputed with Resident(s)' credit card issuer. Should the Resident(s)' Card expire or be terminated while Resident has charges due, Resident will provide Agent with the name, number and expiration date of a replacement card that can then be used as payment for Resident(s)' charges.

Service/Maintenance Orders: Property may be distant from Agent's office, staff and service personnel or vendors. Resident (but not Invitees) may request services or assistance and Agent will make reasonable effort to respond during usual business hours and within the limitations of time, distance and expense as it sees fit. Resident accepts that Agent may be unable to address issues during Residents occupancy and agrees to be self reliant in dealing with immediate needs. Agent's inability to address requests during occupancy will not be reason for reduction of the Use or other Fees. In the event Resident requests service for non-essential services and Agent is able to provide it, Resident will be charged for the Staff and Vendor time and materials incurred. Resident will not be charged for service orders necessary to provide essential services such as water, heat, sewer or electrical if the problem was not caused by Resident. Unless approved by Agent in writing in advance Agent will not reimburse Residents for expenditures Resident incurs from other suppliers.

Overages: Resident agrees to pay for charges, if any, incurred or caused by Resident during their stay ("Overages"). Such charges may include, but are not limited to, use fee for occupancy exceeding that stated in the Confirmation, service requests, movie order, **excessive utility usage -the historical average electricity cost and limit is less than \$50 per unit during the summer, \$85 during the winter (Residents will receive one courtesy reminding before additional are charged)**, fees for smoking, excess noise, or having unauthorized pets in the Property, missing items, damage, late charges, finance charges, etc. Handling charges are added to all such costs. If overages exceed the Deposit, Agent may immediately charge Resident's credit card or, at Agent's option, make verbal or written demand to Resident for payment of overages. In the event Agent is unable to accurately ascertain overages at the time they are discovered Agent is authorized to charge an approximate amount and later make adjustments to reflect the actual charges.

Obligations: Resident agrees to abide by these Terms & Conditions and to follow the Property Rules and Instructions, as attached here, as posted at the Property, as specified in a "Property Services" book sometimes located in the Property or as later instructed verbally or in writing. In particular, Resident will:

- Utilize the Property only for residence and for no other purpose without the prior written approval of Agent . Will not conduct parties, host groups or any gathering that increases occupancy to greater than the Maximum Occupants.
- To properly use and operate the electrical, gas, heating, air condition, plumbing and other fixtures, appliances, furnishings and amenities.
- Vigorously comply with NO DRUG USE, NO INDECENT ACTIVITIES, and NO NOISE rules.
- Smoking is only permitted in open space outside of the building which is more than 25 feet from any open window or entrance/exit per State Law, **No Indoor Smoking at any time, a charge to de-odorize or repainting of unit, and replacement of furnish/linens will be assessed for inside smoking.**
- Not do or permit anything to be done in or near the premises which will, in any way, obstruct or interfere with the rights of Agent , Owner, Management, Law Enforcement, neighbors or other home owners or Residents, or injure or annoy them, or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose, nor will Resident cause or maintain or permit any nuisance in or near the premises. Resident will not operate any equipment in the Property without authorization from Agent.

- Not destroy, deface, impair or remove any part of the Property, its appurtenances, facilities, equipment, furniture, furnishings, appliances or fixtures. Not make copies of keys or reveal key codes of the Gate to any other person. Not sublet the Property under any circumstances.
- No nuisance, garbage shall properly be disposed to trash collection or recycle bin properly and on-time. A fine may be assessed on spot of trash outside.
- While occasional visitors are understandable, any overnight visitors need to be reported either by phone, email, voice mail, text message. The entire property is under video surveillance 24/7, to continuously ensure a safe and peaceful environment to our residents, it is agent's routine to monitor the computer screen and question unexpected or unusual visitors and enforce the policy stated in this contract where applies.
- **PETS, no animals of any kind are allowed in the apartments, on the property or anywhere at the property without preapproval, and there is a \$250 fee each sighting of resident's or invitee's pet. However, there are a few units assigned to pet owners, with approval, the non refundable pet deposit is \$150, residents agree to pay any additional damages if there is.**
- Return all furniture, kitchen and dining utensils, appliances, books, phones, recreational equipment etc. to their original positions. Leave all remote controls, gate controls and other non-fixed equipment in their original locations.
- Charge for Missing items: \$100 for missing Gate Remote Control, \$35 for missing room keys, \$20 for TV or Satellite Receiver Control .
- **Noise and Quiet Hours:** No loud music from the unit or vehicle at any time to disturb other residents, especially after 10:00pm and before 7:00am weekdays and after 11:00pm and before 8:00am weekend.

Holding Deposit and Damage Deposit: a holding deposit of \$550.00- \$750 to reserve is non-refundable. Upon Resident check in, the non-refundable holding deposit converts to fully refundable damage deposit. The damage deposit will be credited back or refunded within 14 days of moving out if no damage happens and check-out with proper notice.

Check-in & Check-out –Check in is by the Property's key safe between 3pm and 10 pm during which Agent is available by phone to assist. Upon arrival at the Property, Resident will verify the "Resident Checklist" and will alert Agent by phone (or voicemail) at (800) 524-0558 ext 108 of any irregularities or problems noted in the Property. Upon departure Resident will return the Resident Checklist along with keys and remote controls. Standard check out is 11:00AM. Check out later than 12:00pm will be charge half day rent, later than 3:00pm will be charged a whole day rent unless pre-approved and explicitly waived by the Agent.

Issues: During occupancy Resident agrees to immediately notify Agent by phone (or email) of any issues or problems with the Property, or damage to the Property or its contents. Failure to report issues will subject Resident to charges for repair or replacement.

Damages: Property(s) contains artwork, furniture and fixtures, machinery and equipment and other amenities. Resident will pay for any damages Resident causes including repairs, replacements, services calls, fines, assessments, cleaning, maintenance, customer service, accounting and other staff time at usual rates, costs plus taxes and handling and the loss of subsequent income during the repair period. Any stains on the floor, furniture, linens, towels, counters are considered damages, and it is Resident's responsibility to make note and fill the check in inspection sheet, Residents are advised to turn in the sheet within 3 days after check in. **Failure to submit the inspection sheet is considered as silent confirmation of everything in order and good working condition.**

Inspection/Showing: The Agent reserves all the rights of entry for the purposes of inspection, maintenance, cleaning, rental or sale showings, or for whatever other purpose it deems necessary. Residents are obligated to permit the show of the unit to future renters prior to the end of the term. When entering, Agent will give proper (normally 12 hours) advance notice, knock to announce and allow residents sufficient time to respond. Unreasonable deny of the entry will be resulted a charge of \$100 per occurrence per the State Law.

Late Payment & Cancellation: Should Resident fail to pay as agreed, or requests a cancellation, Agent may lease Resident(s)' dates to any third party. If Agent is able to re-rent Resident(s)' dates to a third party at net rates at least equal to those charged to Resident, Agent will refund Resident(s)' Use Fee less a Re-Booking fee as specified by Agent . If less than all the dates are sold then refunds will only be made for those dates sold. No refund will be allowed if Agent is unable to re-sell Resident(s)' dates to a third party. In the event the Property becomes unavailable for use for whatever reason (such as fire, water or other damage, owner remodeling, change of zoning or taxation rules, Owner's sale of the Property, or any other problem beyond Agent ' control) Agent may cancel the Booking and return Resident(s)' payments, or may transfer Resident(s)' booking to a comparable or better Property of Agent choosing.

Termination: Agent reserves the right to immediately terminate the Booking and occupancy of Resident and Invitees in the event that the resident is default on and fails to make the payment upon demand, or Agent rationally believes the Resident or Invitees have done or intend to do any act that violates these Terms & Conditions, rules, verbal or written instructions given to Resident or notices posted at the Property, or that is in violation of any applicable Federal, State or Local statutes, or which is not in the good interest of the Owner, Agent or other Residents, or which will be objectionable to neighbors, the home owners group, or management. If the booking is terminated so, Agent may enter the Property without notice and require Resident and Invitees to immediately vacate the Property. Should Resident fail to vacate, all the furniture, electronics and other personal properties may be moved out of the unit. Resident will be charged all the cost of removing and later re-staffing of those properties. Legal action may be filed against the resident and the law enforcement officials may be called to remove Resident & Invitees. Resident will not be entitled to refund for any payments and the obligation to the rent of the rest of rental term is not released if this Agreement is terminated so. The Resident may not terminate the Booking without the expressed written consent of the Agent.

Extension: After the initial term, the agreement can go to month-to-month basis and can then be terminated by either party in 20 days or more advance notice **per Sate Law RCW 59.18.200 (1)(a)**. Resident agrees to give 20 days or more advance written (email) notice to agent to confirm her/his decision to stay/move-out at the expiration of the initial term. Agent is authorized to charge the credit card five business days prior to the start of the next rental period if Resident does not provide other form of payment. The extension of stay is granted upon the payment check/money order is tendered or credit card charge is approved. Agent is not obligated to grant the extension and may sell the next booking period without notice to Resident if advanced reservation is not given. Resident shall give written notice to secure the extension to a new check-out date. It is mutually agreed the notice can be give via email. **And the security deposit is forfeited should Resident fail to give 20 day advanced notice of checking-out.**

Insurance: Agent or Owner will maintain reasonable and usual Property and Casualty Insurance on the premises but NO theft insurance. Resident hereby agrees and relieves Agent and Owner and waives its entire right of recovery against Agent and Owner for loss, inconvenience, damage, injury, disability or death arising out of any incident to the perils described in standard fire insurance policies approved for the use in state where the Property is located, whether due to the negligence of Owner, Agent and its agents, employees or otherwise. Resident agrees to maintain personal or homeowner/renter insurance that would cover Agent and Owner in the event of damage, destruction or liability caused by Resident(s)' actions whether intentional or not. In no case will Agent or Owner be responsible for loss of use, inconvenience, damage, injury, disability or death of Resident resulting from Resident(s)' use of the Property or damages or events beyond the control of the Agent and Owner.

Litigation, Venue Selection And Jurisdiction: These Terms & Conditions will be governed in accordance with the laws of the State of Washington. Resident authorizes Agent to check their conduct, credit, criminal and court records prior to and after granting occupancy as needed. Agent may report Residents compliance with this agreement to reporting services as it sees fit. If dispute occurs, both Resident and Agent further agree to waive trial by jury and submit to the decision of the Judge of the District Court in Renton or Superior Court in King County Washington State and the prevailing party is entitled to recover all the reasonable legal cost. In the case of litigation, or past due billings, Resident will be billed and pay Agent's and Owner's staff time charges for collection letters, faxes, emails, phone calls, meetings and court time, Late Charges, Damages, reasonable service fee for notice and attorney's fees, pre and post judgment Interest at twelve percent (12%) per annum, attendant Court and other Costs and Expenses.

Entire Agreement: The Confirmation and these Terms & Conditions constitute the final and complete understanding between the parties hereto and no other representations or promises, verbal or otherwise, have been made. The Terms & Conditions supersede all previous agreements between the parties. Agent may make modifications to the Terms & Conditions at any time by notice to Resident or by posting to internet. Failure to enforce any of the Terms &

Initial of the Resident _____, date _____

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Conditions, Confirmation or subsequent agreement between the parties, will not be construed as a waiver of other provisions. If any portion of the Terms & Conditions, Confirmation, Rules or subsequent agreements are determined to be invalid, illegal or unenforceable all other conditions will remain in full force and effect.

Acknowledgement: By signing and fax to the Agent at the fax number of Agent at 800-524-0558, or scan and email to ADJLLC@gmail.com. Resident acknowledges the receipts of the whole five pages of this agreement transmitted electronically and agrees with the entire agreement, notwithstanding whether individual page was initialed and faxed back. Resident(s) further agree the signature through fax or email transmission has the same legal effect as original signature and shall be treated as same.

Address: Sunrise Suite, Apt ____ ()13530 / ()13532/ ()13534 / () 13536 37th Ave. S Tukwila, WA 98168

Initial Rental Term: Move-in Date _____ **Move-out date** _____

Resident shall give agent Twenty day advance written notice via email or fax to confirm the check-out on the expiration rental term to avoid charge for pre-assumed automatic extension to monthly rental. Agent is free to market the availability of the unit and may book the unit out in absence of confirmation. It is strongly advised for resident to give a 20 day notice to confirm the extension or check-out at expiration of the initial term. Once converted to monthly rental both sides agree to give 20 day written notice to terminate or change the terms of the monthly rental agreement. Furthermore, the rates agreed is based on moving in and check-out time and the length of contract, in the situation when Residents need to move out sooner than agreed on the contract and give 20 day notice, Residents agree to pay additional \$100 per month to the discounted long-term rate for the entire used period if it is shorter than three months, unless the next resident can move in right away. Residents have the option to pay the vacant days instead of \$100 additional monthly rent before the next resident occupies the particular unit.

Total number of Resident _____ adults and _____ child/children
The maximum number of Resident, rate, total charge and security deposit are confirmed on your confirmation email.
Monthly rate _____ deposit _____ clean fee _____

Resident authorizes agent to charge the rent and fee to credit card automatically or submit check/money order FIVE business days prior to the next booking period. After Resident moving out, Agent will refund the security deposit less applicable fee within 14 days, and Resident authorize agent to charge the balance to the credit card in lacking of other arrangement to make payment if there is a balance due.

The responsible Resident:

Name _____, Signature _____

Date _____, Phone _____

Driver's License _____ Social Security Number _____
(Please attach a copy of license)

Address: _____

Billing address of the Credit card if differ from the above:

Name of other Occupants: _____

Emergence Contact: Name _____

Phone _____ Relationship _____

Initial of the Resident _____, date _____